

**LIFE JACKET LOANER BOARD AGREEMENT
BETWEEN
STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES
AND**

Winnebago County Parks

THIS AGREEMENT ("Agreement") between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the "DNR"), acting through the Secretary and Winnebago County Parks, as the Loaner Board Partner acting as a single entity or designee (hereafter referred to the "LBP").

RECITALS

WHEREAS, it is the purpose of the DNR to promote safe boating practices and to reduce boating related fatalities;

WHEREAS, the DNR desires to work with citizens and groups to create a safer boating environment;

WHEREAS, the LBP has expressed a desire to assist the DNR in this endeavor;

WHEREAS, this Agreement is effective between LBP and DNR with regard to the following specified sites, which are collectively referred to throughout this Agreement as Osh-O-Nee boat landing, to wit:

Osh-O-Nee Boat Landing;

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the DNR and the LBP, the parties agree as follows:

1. AUTHORIZATION

The DNR authorizes LBP to build, maintain and supply a Personal Flotation Device Loaner Board Station at the Boat Landing listed above, located on Lake Winnebago, Winnebago County, Wisconsin, for a period of 1 year, commencing on the day following ratification of this Agreement. The Agreement shall automatically renew for an additional consecutive year period, unless reasonable notice of cancellation is given by either party before the date of renewal. The DNR or LBP reserve the right to terminate this Agreement or any part thereof, at any time upon 30 days written notice setting forth the reasons for termination without the necessity of any legal process.

An evident and distinct separation shall be maintained between the management and decision-making activities of LBP and those of the DNR. All steps shall be taken to avoid even an appearance that the DNR directs the management or decision-making process of LBP.

The management and operation of the LBP and the loaner board program is subject to all applicable Wisconsin Statutes and the Wisconsin Administrative Code.

2. DNR RESPONSIBILITIES

The DNR shall provide the plans and material list to construct the Personal Flotation Device Loaner Board Station.

The DNR will directly supply materials or reimburse the LBP for the cost of the materials needed to construct the Personal Flotation Device Loaner Board Station.

The DNR will have final approval of the location chosen by the LBP for the placement of the Personal Flotation Device Loaner Board Station.

The DNR will provide a set of personal flotation devices to LBP (3-Infant, 8-Child, 8-Youth, 5-Adult, 5-Adult XL, and 4-Type IV). These personal flotation devices will be clearly labeled as "DNR Loaner Life Jacket". As annual budget and funding allows, the DNR will provide replacement personal flotation devices as needed.

The DNR will maintain ownership of the Personal Flotation Device Loaner Board Station, life jackets and materials.

The DNR will provide signage recognizing the LBP as a partner in the Personal Flotation Device Loaner Board Station project.

3. LBP RESPONSIBILITIES

The LBP shall limit its official activities to the support of the Personal Flotation Device Loaner Board Station.

The LBP shall secure written permission from the owner or governmental entity responsible for the boat landing before placing the Personal Flotation Device Loaner Board Station. The written permission shall be provided to the DNR Boating Program prior to the completion and approval of this agreement.

The LBP is responsible for the construction and placement of the Personal Flotation Device Loaner Board Station.

The LBP is responsible for stocking and maintaining the personal flotation devices at the Loaner Board Station and for notifying the DNR of items missing and presumed lost or stolen.

The LBP is required to physically inspect Personal Flotation Device Loaner Board Station and associated gear once per week

The LBP is responsible for monitoring usage of the Personal Flotation Device Loaner Board Station as requested by the DNR.

The LBP is responsible for placing the Personal Flotation Device Loaner Board Station at the boat landing prior to the Memorial Holiday weekend and removing and storing of the loaner board station at the end of the boating season, but not before Labor Day. *Note high water or other natural or man-made conditions may preclude placement within this time frame. In this case it is the LBP's responsibility to notify the DNR of said conditions.

4. **LIABILITY**

With respect to liability to third parties arising out of the performance of this Agreement, on behalf of itself, its officers, directors, members, employees, agents, and representatives, each party agrees that it will be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other party, nor the results thereof to the extent authorized by Wisconsin law. Each party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the party's own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement.

5. **ASSIGNMENT**

No transfer or assignment of this Agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the DNR Secretary or Secretary's authorized representative.

6. **APPROPRIATIONS**

Nothing herein contained shall be construed as binding the DNR to expend any sum in excess of appropriations made by the Legislature, or administratively allocated, for the purpose of the Agreement, or to involve the DNR in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocation and all payments or obligations hereunder are subject to the availability of future appropriations.

7. **MISCELLANEOUS**

- A. The parties hereto confirm and agree that the recitals set forth at the beginning of this Agreement are true and correct and incorporate the same herein for all purposes.
- B. The rights and benefits conferred by this Agreement shall be subject to of the laws of the State of Wisconsin governing the DNR and the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the DNR.

- C. Both parties agree to keep this Agreement in force when signed by both parties hereto until terminated by mutual agreement or at the option of either party upon 3 months' notice given in writing upon any anniversary date thereof. DNR and LBP shall review the Agreement every 3 years and at such other times as may be required by either party on 30 days written notice.
- D. DNR or LBP may terminate this Agreement upon 30 days written notice to the other party if, after reasonable effort by said party to correct a default, it is determined that conditions still exist contrary to this Agreement.
- E. This Agreement shall be interpreted, construed and governed by the laws of Wisconsin and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in the State of Wisconsin.
- F. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.
- G. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the of Department of Natural Resources has caused this Agreement to be executed this 12th day of July, 2016.

State of Wisconsin
Department of Natural Resources
For the Secretary

By: _____

IN WITNESS WHEREOF, the Loaner Board Partner has caused this Agreement to be executed this 12th day of July, 2016.

Loaner Board Partner

By: Robert Wayne

Attested: _____

Position: _____